

ATTACHMENT B

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

ZITO MEDIA, L.P.,

Complainant,

v.

PENNSYLVANIA ELECTRIC COMPANY,

Respondent.

File No.

DECLARATION OF COLIN HIGGIN

I, COLIN HIGGIN, declare as follows:

1. I serve as Vice President and General Counsel of Zito Canton, LLC (“Zito”), with a general office address of 102 South Main Street, Coudersport, PA 16915. I make this Declaration in support of Zito’s Pole Attachment Complaint in the above-captioned case. I know the following of my own personal knowledge, and if called as a witness in this action, I could and would testify competently to these facts under oath.

2. I have served as Zito’s Vice President and General Counsel for 11 years. In this role, I am responsible for all of Zito’s legal affairs including, but not limited to, pole attachment disputes.

3. I have reviewed the allegations made in the Pole Attachment Complaint filed in this proceeding as well as the exhibits attached hereto, and verify that they are true and correct to the best of my knowledge, information and belief.

4. To construct its network in Pennsylvania, Zito requires access to poles owned or controlled by Pennsylvania Electric Company (“Penelec”).

5. On or about June 2, 2006, Zito entered into a Pole Attachment Agreement with Penelec pursuant to which Zito is authorized to attach to Penelec owned and controlled poles in Pennsylvania (“Agreement”). *See* Exhibit 1 (Agreement).

6. As required by the parties’ Agreement, when Zito seeks to attach facilities to Penelec poles, Zito submits a pole attachment application and Pole Profile sheets to Penelec. *See* Exh. 1, Agreement at Exhibit D. The application and Pole Profile sheets include information about the nature of the attachments as well as the particular poles to which attachment is sought, including the height and class of the pole and existing facilities on the pole. *Id.*

7. Starting in early 2015, Zito began to experience significant delays in connection with its pole attachment applications to Penelec. Penelec consistently failed to meet the timeframes prescribed by the Commission’s rules for conducting its application review and pre-attachment survey and providing make-ready cost estimates to Zito and completing make-ready work.

8. Zito repeatedly expressed its concerns to Penelec about the excessive delays, which in turn delayed Zito’s ability to timely deploy its network on critical projects.

9. Penelec acknowledged that it was unable to timely process applications for attachment to its poles. Accordingly, on or about December 15, 2015, Penelec and Zito entered into an agreement pursuant to which Penelec permitted Zito to install temporary attachments “in order to facilitate the timely completion of [Zito’s] ongoing projects listed in Exhibit A” (the “Temporary Attachment Agreement” or “TAA”). *See* Exhibit 2 (Temporary Attachment Agreement). Exhibit A to the Temporary Attachment Agreement included more than 50 then-pending applications by Zito for attachments to Penelec’s poles, for which Penelec had failed to timely

provide make-ready estimates or complete make-ready work. *See* Exh. 2, TAA at Exhibit A.

The TAA allowed Zito to make temporary attachments using extension arms to obtain necessary clearances where make-ready work would otherwise be required in order to make the attachment, but where Penelec had not completed the pre-attachment survey, make-ready estimate or make-ready work in accordance with the Commission's prescribed timeframes.

10. On August 31, 2016, Penelec and Zito agreed to extend the TAA for 30 additional applications by Zito in Penelec's territory North of I-80 that Penelec assigned to Sigma for processing. *See* Exh. 2, TAA at Exhibit A-2.

11. Penelec and Zito once again agreed to extend the TAA on February 2, 2017 for 9 additional applications by Zito in Penelec's territory North of I-80 and that Penelec assigned to Sigma for processing. *See* Exh. 2, TAA at Exhibit A-3.

12. On October 23, 2017, Penelec and Zito further extended the TAA authorizing the temporary attachments for 12 additional applications by Zito for attachment to poles in Penelec's territory North of I-80 and that Penelec assigned to Sigma for processing. *See* Exh. 2, TAA at Exhibit A-4.

13. I participated in telephone conference calls among representatives of Zito and Penelec on May 1, June 7, and June 22, 2017, during which Zito expressed its concerns to Penelec about Sigma's inefficient, unreasonable, and unreasonably costly application process and estimates. I also attended an in-person meeting among representatives of Zito and Penelec in Erie, Pennsylvania on July 25, 2017, where Zito again expressed the same concerns. One representative from Sigma was also present at the meeting, but did not contribute to the dialogue in any meaningful way.

14. During these calls and meetings, Zito explained to Penelec that Sigma's refusal to accept Zito's Pole Profile Sheets (as Penelec does for Zito's applications South of I-80) and instead its collection of information during the survey process that is not necessary to process Zito's application or that otherwise benefits Penelec and not Zito, results in undue delays in Zito's network deployment and excessive charges to Zito.

15. Zito also explained to Penelec that Sigma's refusal to participate in a joint ride-out (or sending inexperienced personnel on the one joint ride-out that was conducted) drives up costs and results in inefficient and costly make-ready.

16. Zito also explained to Penelec that Sigma's estimates included no supporting detail and that Zito was unable to approve those charges without knowing what they represented. Zito specifically requested that the estimates be substantiated.

17. Zito also asked to make temporary attachments on the poles where the applications had exceeded required deadlines and for which Zito had time-sensitive deployment projects.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

By: 
Colin Higgin

Dated: November 9, 2017

EXHIBIT 1

ATTACHMENT AGREEMENT

THIS AGREEMENT, made this 2nd day of June, 2006 by and between
PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, hereinafter called "Licensor",
and

ZITO MEDIA, incorporated in the Commonwealth of Pennsylvania, hereinafter called "Licensee",

WITNESSETH:

WHEREAS, Licensor operates and maintains an electric distribution system consisting of various pole lines, wires, guy wires, cables, conduit, lines, fibers, transformers and other related equipment and apparatus, extending in and through the various cities and communities in its franchised service area in Pennsylvania; and

WHEREAS, Licensee has requested Licensor to permit it to attach a FIBER OPTIC telecommunications cable, supporting cable and appurtenances, referred to hereunder as "Attachments", to Licensor's poles.

WHEREAS, Licensor is willing to permit Licensee to attach its Attachments to Licensor's poles under certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, for themselves, their representatives, successors and assigns do hereby covenant and agree, each with the other, as follows:

ARTICLE I

1. This Agreement provides for the attachment of Licensee's Attachments as designated in Exhibit "A", attached hereto and incorporated herein by reference, to be used for private, internal communication purposes only.

2. Licensee shall place a Cable Identification Tag at each attachment location. The cable tag shall be constructed of Ultraviolet, (UV) resistant polyvinyl chloride-acetate (PVC-A). Licensee shall have imprinted on each tag its unique Company Identification Number: **CIN # 25161**.

3. Licensee covenants that it will provide, have and maintain sufficient shielding or other devices on its facilities attached to Licensor's poles permitted herein to prevent interference with Licensor's facilities and the facilities of others permitted by Licensor to use said poles.

4. Licensee may request additional pole attachments of owner by submitting further application in the form set forth in Exhibit "C" accompanied by Exhibit "D" – Pole Profile Sheet as attached hereto and made a part hereof.

ARTICLE II

1. Licensor reserves the right, in its exclusive discretion, to permit others to use said poles.

2. If in Licensor's exclusive discretion, Licensee's attachments to said poles hereafter interferes in any respect with the use of said poles by Licensor or others permitted by Licensor, the Licensee shall, at its expense and upon thirty (30) days prior written notice from Licensor, move or change the location of said attachments or remove them entirely. Should Licensee fail to do so, Licensor may do so at Licensee's expense and for its account. Bills for such expense shall be due and payable within thirty (30) days of receipt. This procedure shall be applicable to all references herein which permit Licensor to perform work at Licensee's expense.

ARTICLE III

1. Said attachments are to be made on poles of Licensor in a manner specified by Licensor and so as not to interfere with the present and/or any future use which Licensor may desire to make of its said poles or wires attached thereto, or the use others may make of said poles with Licensor's permission.

2. Said attachments are to be installed on the pole at the location as specified on Exhibit "D" attached hereto and made a part hereof. Said attachments are to be installed and at all times maintained by Licensee strictly in accordance with standard practices and procedures and the provisions of the latest edition of the National Electrical Safety Code and/or any other applicable regulations or codes promulgated by the national, state, local or other governmental authority having jurisdiction thereover.

3. Licensee agrees to take all additional necessary precautions as the circumstances may require and install protective equipment or take other reasonable means to protect all persons and property against injury or damage caused by Licensee's attachments.

4. Licensor shall be the sole judge as to its requirements for the present and/or future use of its poles, attachments, facilities and equipment, and also of any interference therewith by Licensee, and shall also be the sole judge of whether or not Licensee's attachments comply with the codes, regulations and covenants aforesaid. Nothing herein contained shall be construed as limiting or affecting any existing or future rights or privileges granted by Licensor, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Licensor shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing, extended and continued contracts and arrangements.

5. Licensor shall have the right, but shall be under no duty, to inspect, at all reasonable times, the plant and facilities of the Licensee, wherever located, for the purpose of determining the physical adequacy and safety of such facilities and, in respect of Attachments made to Licensor's poles, the mode of Attachment and whether any conflict exists between such Attachments and the facilities of Licensor or other Licensees. The Licensee shall reimburse Licensor for the cost of making such inspection. The inspection or failure to inspect, by Licensor shall not operate to relieve the Licensee of any obligation, responsibility of liability hereunder or to impose any responsibility of liability

ARTICLE IV

1. Whenever Licensor determines that a pole which is licensed or about to be licensed hereunder is inadequate by reason of insufficient height or strength to accommodate the existing or proposed attachments of Licensee in addition to the existing attachments of Licensor and other licensees thereon, or whenever Licensor determines that a pole for which a license has been granted has become insufficient in height or strength to accommodate the existing attachments of Licensee in addition to any and all attachments of Licensor and other licensees having prior attachment rights, but said pole would have been sufficient in height and strength to accommodate the attachments of Licensor and other licensees if Licensee's attachments were not on the pole, Licensor shall replace such pole with a new pole of the necessary height and strength and/or shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. Licensee shall reimburse Licensor for the actual cost of all installations, replacements, guying relocations, transfers or other changes to Licensor's facilities or equipment necessitated thereby. Licensee, on demand, shall reimburse each owner of other facilities attached to said pole for any expense incurred by said owner in transferring or rearranging its facilities.

2. In the event of a pole replacement or removal for any reason other than set forth above, Licensor may at its option, transfer or remove Licensee's facilities for a charge to Licensee of One Hundred Dollars (\$100.00) for performance of said transfer or removal of facilities on each pole.

3. If Licensor opts to not perform such work, it shall notify Licensee and Licensee shall then be responsible to coordinate the transfer or removal of its facilities with the Licensor. If Licensee fails to do so and the absence of Licensee requires a return trip by Licensor to remove the original pole, Licensee shall reimburse Licensor for all costs associated with a return trip to the pole location, including premium wage rates, in order to remove the original pole or may, at Licensee's option, promptly perform such pole removal at its sole cost and expense.

ARTICLE V

Licensor reserves the right, without liability to Licensee, to discontinue the use of, remove, replace or change the location of Licensor's poles or Licensee's Attachments thereto, and Licensee shall at its sole cost, upon fifteen (15) days' written notice by Licensor, make such changes in or removal of its attachments as shall be required by any such action of Licensor. Licensor will provide notice for removal of attachments on a form similar to Exhibit "B," attached hereto and made a part hereof. Licensor will provide notice of proposed renewal, replacement, relocation of poles on a form similar to Exhibit "B," attached hereto and made a part hereof. Licensor shall have the right to remove and or relocate Licensee's attachments (as set forth in Article IV.2.) at Licensee's expense.

ARTICLE VI

1. Whenever, in the opinion of Licensor, Licensee's attachments interfere with the operations of the equipment of Licensor or other licensees or constitute a hazard to the service rendered by Licensor or other licensees or fail to be in compliance with the codes and/or regulations hereinbefore mentioned, the Licensee shall, upon written notice from Licensor to Licensee of such interference, hazard or non-compliance, either immediately remove its attachments, or rearrange or change its attachments as directed by Licensor, all at Licensee's sole cost and expense or upon failure to do so, Licensor may perform such work at Licensee's expense (as set forth in Article IV.2.).

2. In case of emergency, Licensor reserves the right to remove or relocate the attachments of Licensee at Licensee's expense (as set forth in Article IV.2.) without notice, and no liability therefor shall be incurred by such action. Licensee may at any time abandon the use of a jointly used pole hereunder by giving written notice thereof to the Licensor and immediately thereafter removing therefrom all of its attachments by utilizing Exhibit "C".

ARTICLE VII

1. Licensee hereby covenants and agrees to assume all risk of and liability for personal injuries and damage to property of third parties, including but not limited to, owner and other licensees using Licensor's poles, arising out of or in any manner caused by the erection, maintenance, presence, use or removal of Licensee's attachments or any part thereof on the poles of Licensor or rearranging the same or removing the same therefrom. Licensee hereby further covenants and agrees to indemnify, protect, defend and save harmless Licensor from and against any and all claims and demands for damages to property, including but not limited to, loss of business, profits or product, and injury or death to persons, including payments made under Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's attachments or any part thereof on the poles of Licensor or rearranging the same or removing the same therefrom except if caused by the sole negligence or willful misconduct of the Licensor as determined by a Court of Law.

2. Licensee hereby assumes full responsibility for any damage to its attachments and releases Licensor from any claims for damage that may occur to Licensee's attachments, except if caused by the sole negligence or willful misconduct of the Licensor.

3. Licensee shall obtain and maintain insurance with deductible amounts satisfactory to Licensor in order to carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason thereof. The minimum amounts of such insurance shall be:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Worker's Compensation	
Employer's Liability	Statutory
	\$ 500,000 per occurrence
Comprehensive General Liability	
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Endorsements Required	
Blanket Contractual Coverage	
Products/Completed Operations Coverage	
Independent Contractors Coverage	
Broad Form Property Damage	
Additional Insured Coverage (if not in policy language)	

Automobile Liability Insurance
(owned, hired, non-owned)

Bodily Injury

\$ 1,000,000 per occurrence

Property Damage

\$ 1,000,000 per occurrence

Licensee shall name Licensors as an additional insured under the above policy(s) as evidenced by an Additional Insured Endorsement (ISO Form CG 20 26 or an endorsement of comparable language to Licensors satisfaction) and provide Licensors certificate(s) of insurance, listing "**Pennsylvania Electric Company**" on the certificate, upon the execution of the Attachment Agreement. Upon the request of Licensors, Licensee agrees to provide copies of appropriate insurance policies for which proof of insurance is specified in the Agreement. The above policy(s) issued to Licensee shall not be canceled or changed except after thirty (30) days written notice to Licensors.

ARTICLE VIII

Licensors shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of said attachments of Licensee, and Licensors does not hereby provide any easements, rights-of-way or franchise for the construction and maintenance of said attachments, all of which are the sole responsibility of Licensee. Licensee hereby agrees to indemnify, defend, and save harmless Licensors from any and all claims or liability resulting from or arising out of the failure of Licensee to secure such rights, licenses, permits or easements for the construction or maintenance of said attachments on Licensors's poles.

ARTICLE IX

Any additional guying required by reason of the attachments of Licensee shall be provided at the expense of Licensee and to the satisfaction of Licensors.

ARTICLE X

If Licensee shall fail to comply with any of the provisions of this Agreement, including the specifications hereinbefore referred to, or defaults in the payment of rentals or the performance of any of its obligations otherwise under this Agreement and shall fail within thirty (30) days after written notice from Licensors to correct such defaults or non-compliance, Licensors may, at its option, terminate this Agreement.

ARTICLE XI

1. Licensee shall pay to Licensors, upon execution of this Agreement, a license preparation and administration fee of One Thousand (\$1,000.00) Dollars.

2. Licensee agrees to pay to Licensors an annual rental equal to Twenty-Nine Dollars (\$29.00) per attachment per pole per year. Rental shall be paid based upon the number of attachments to which Licensee has attached to any portion of Licensors's poles at the time of annual billing. Said rental shall be payable in advance, the first payment to be made upon the execution of this Agreement. Each ensuing annual payment is to be made on the same date each year thereafter.

3. Licensors's pole attachment rental charge shall also include an annual increase of four percent (4.0%) per year for as long as this agreement shall remain in force.

4. Licensors will periodically inventory the Attachments of the Licensee for Attachments not licensed by the Licensee, the Licensee shall pay to Licensors a sum equal to five (5) years back rental or from the last inventory completed by Licensors for all Attachments which are not licensed under this Agreement.

5. Should the development of a regulated rental rate by the Federal Communications Commission, the Pennsylvania Public Utility Commission or any other governing agency occur during the term of this agreement, Licensors's rental rate, described in Paragraph Two (2) above, shall be compared to the governing agency's regulated rate and the higher of the two rates shall be the applicable rate for successive annual rental periods during the remaining term of this agreement.

ARTICLE XII

1. This Agreement may be terminated by either party in accordance with the terms listed under Article XI, and in the event of such termination, Licensee shall remove its attachments from the poles of Licensor at the sole cost and expense of said Licensee within the said ninety (90) days. If not so removed, Licensor may make such removal at Licensee's cost and expense and Licensee agrees to pay the amount thereof upon receipt of an invoice therefor.

2. Immediately after the removal of Licensee's attachments from Licensor's poles, Licensee shall restore to Licensor the space theretofore occupied by it on said poles in as good condition as when first occupied, reasonable wear and tear excepted; and, should any damage to Licensor's poles or other property, or to the property of others permitted by Licensor to use said poles, result from the removal of Licensee's attachments therefrom, Licensee shall forthwith, either repair such damage or compensate the party suffering such damage.

ARTICLE XIII

Licensee will not commit, nor will it suffer to be committed by others, any waste of Licensor's property or the property of others permitted by Licensor to use its poles, and Licensee covenants further that it will protect such property to the fullest extent of its ability.

ARTICLE XIV

Any delay of Licensor to give Licensee notice of its default in any provision of this Agreement shall not be deemed a waiver of such provision or Licensee's default in the performance of such provision.

ARTICLE XV

Licensee may not assign, transfer or sublet this Agreement, or any of the rights hereby granted, without Licensor's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE XVI

1. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVII

All written notices required under this agreement shall be given by posting the same in first class mail to Licensee as follows:

Len Chapman
Advanced Distribution Specialist
Pennsylvania Electric Company
311 Industrial Park Road
Johnstown, PA 15904

and to Zito Media as follows:

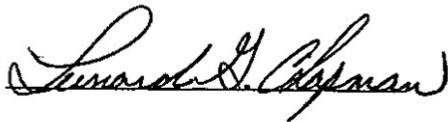
James Rigas
Zito Media
611 Vader Hill Road
Coudersport, PA 16915

or to such address as the parties hereto may from time to time specify in writing.

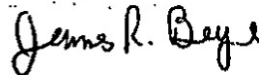
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, the day and year first above written.

PENNSYLVANIA ELECTRIC COMPANY

Witness:



By



Title:

Director Business Service

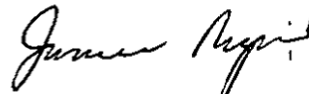
ZITO MEDIA

Witness:



Title: Pres. Manager.

By



Title:

Co President of GP

MPAT
6-28-06

CIN #25161

131.
PK10

EXHIBIT A
SCHEDULE OF EXISTING ATTACHMENTS MAINTAINED BY
ZITO MEDIA
ON POLES OF
PENELEC – POTTER and McKEAN COUNTIES

<u>Pole Numbers</u>	<u>Location</u>	<u>Pole Numbers</u>	<u>Location</u>
T-2-30N /	Sharon Twp.	K-17-36 /	Keating Twp.
T-2-29N /	"	K-17-35 /	"
T-2-28N /	"	K-17-34 /	"
T-2-27N /	"	K-17-33 /	"
T-2-26N /	"	K-17-32 /	"
T-2-25N /	"	K-17-31A /	"
T-2-24N /	"	K-17-31 /	"
T-2-23N /	"	K-17-31.5 /	"
T-2-22N /	"	K-17-31.1 /	"
T-2-21N /	"	K-17-31.2 /	"
T-2-20N /	"	K-17-7 /	"
T-2-17 /	"	K-17-8 /	"
T-2-16.5 /	"	181958-159986 /	"
T-2-16 /	"	K-17-6 /	"
T-2-15.5 /	"	K-17-5 /	"
T-2-15 /	"	K-17-4 /	"
U-20-1 /	"	K-17-3 /	"
U-20-1.5 /	"	K-17-2 /	"
U-4-24 /	"	K-17-1 /	"
U-13-14 /	"	K-16-14 /	"
N-5-127 /	Liberty Twp.	2A2064 /	Smethport Boro.
N-5-128 /	"	K-17-31 /	Keating Township
N-5-129 /	"	K-17-30 /	"
N-5-129.5 /	"	K-17-29 /	"
2A0519 /	"	K-17-28 /	"
2A0520 /	"	K-17-27 /	"
2A0522 /	"	K-17-26 /	"
N-24-53 /	"	K-17-25 /	"
N-24-52 /	"	K-17-24 /	"
N-24-51 /	"	K-17-23 /	"
N-24-50 /	"	K-49-1 /	"
N-24-49 /	"	K-49-2 /	"
N-24-48 /	"	K-49-3 /	"
2A1669 /	"	K-49-4 /	"
N-24-47 /	"	K-49-5 /	"
N-24-46.5 /	"	K-49-6 /	"
N-24-46 /	"	K-49-7 /	"
N-24-45 /	"	K-49-8 /	"
N-24-44 /	"	K-49-9 /	"
N-24-43 /	"	2A2565 /	"
N-24-42 /	"	K-49-10 /	"
N-24-41 /	"	K-49-11 /	"
N-24-40 /	"	K-49-12 /	"
N-24-39 /	"	K-49-13 /	"
K-17-38 /	"	K-49/13-1 /	"
K-17-37 /	"	K-49/13-2	"

K-49/13-3 /
K-49/13-4 /
2A2007 /
2A2008 /

Keating Twp. (cont'd.)

"
"
"

Number of poles - 96

EXHIBIT "B"

Refer to Joint Use Proposal Form 663

CIN #

EXHIBIT "C"

Refer to Application for Right of Joint Use of Pole



CIN #

EXHIBIT "D"

Refer to Profile Sheet

**PENELEC
JOINT USE AND CONSTRUCTION PROPOSAL**

EXHIBIT B

COMPANY

OPERATING AREA

CITY OR TOWNSHIP

CITY, STATE

Cin No.

To

AT

PA

COMMENTS

[illegible]

PROFILE SHEET
Pole Attachment Data
 FORM NW030805

FirstEnergy.

POWER COMPANY POLE NO		TELEPHONE COMPANY POLE NO	
STREET LOCATION		NAME OF ATTACHER	
CITY / BORO / TOWNSHIP		DATE	FIELD PERSONNEL NAME
ATTACHMENT TYPE <input type="checkbox"/> FOC <input type="checkbox"/> Guy Pole <input type="checkbox"/> Anchor Guy <input type="checkbox"/> Other (Explain in NOTES) *			
POLE CLASS & SIZE	TRANSFORMER / DEVICE ON POLE <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT BRACKET HEIGHT TOP OF CONDUIT RISER HEIGHT
GUYING REQUIRED FOR ANGLE, CORNER, OR TAP POLE CONSTRUCTION <input type="checkbox"/> Yes <input type="checkbox"/> No		CONDUIT RISER <input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes → <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
ANCHORS & GUYS	<input type="checkbox"/> 1st Down Guy, Size _____ Existing Anchor Eye(s): _____ <input type="checkbox"/> Single Use <input type="checkbox"/> Joint Use; Available Positions _____ <input type="checkbox"/> Anchor Attach; Available Positions _____ <input type="checkbox"/> Pole to Pole Guy (Pole No.) _____		<input type="checkbox"/> 2nd Down Guy, Size _____ Existing Anchor Eye(s): _____ <input type="checkbox"/> Single Use <input type="checkbox"/> Joint Use; Available Positions _____ <input type="checkbox"/> Anchor Attach; Available Positions _____ <input type="checkbox"/> Sidewalk Guy <input type="checkbox"/> Brace Pole <input type="checkbox"/> Slack Span
POLE DRAWING	POLE NO. → BEFORE AFTER		
	* TYPE OF POWER ATTACHMENT → <input type="checkbox"/> Neutral <input type="checkbox"/> Secondary <input type="checkbox"/> Other (Explain in NOTES) **		
	<div style="display: flex; align-items: flex-start;"> <div style="flex: 1;"> Company Name 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ </div> <div style="flex: 2; text-align: center;"> </div> </div>		
SPAN	SPAN CROSSES OVER (Check all that apply) <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Body of Water</div> <div style="width: 50%;"><input type="checkbox"/> Street</div> <div style="width: 50%;"><input type="checkbox"/> Driveway</div> <div style="width: 50%;"><input type="checkbox"/> Field</div> <div style="width: 50%;"><input type="checkbox"/> Turnpike / Interstate</div> <div style="width: 50%;"><input type="checkbox"/> Swimming Pool</div> <div style="width: 50%;"><input type="checkbox"/> Building</div> <div style="width: 50%;"><input type="checkbox"/> Railroad</div> <div style="width: 50%;"><input type="checkbox"/> Yard</div> <div style="width: 50%;"><input type="checkbox"/> Parking Lot</div> </div>		
NOTES	<div style="border: 1px solid black; height: 40px;"></div> <div style="border: 1px solid black; height: 40px;"></div> <div style="border: 1px solid black; height: 40px;"></div>		
MAKE READY RECOMMENDATIONS	<div style="border: 1px solid black; height: 40px;"></div> <div style="border: 1px solid black; height: 40px;"></div> <div style="border: 1px solid black; height: 40px;"></div>		

EXHIBIT 2



76 South Main St.
Akron, Ohio 44308

December 16, 2015

Colin Higgin
Vice President & General Counsel
Zito Media, L.P.
102 South Main Street
Coudersport, PA 16915

Subject: Pole Attachment Agreement between Zito Media and Pennsylvania Electric Company (Penelec) dated June 2, 2006

Dear Mr. Higgin:

This letter is in response to your request that ZITO MEDIA be permitted to install temporary attachments in order to facilitate the timely completion of their ongoing projects listed in Exhibit A in the PENELEC service territory. As I previously advised, the use of temporary attachments is not part of our typical practice, but PENELEC has determined that, in accordance with the provisions set forth below, it will permit ZITO MEDIA to employ temporary attachments on a case-by-case basis as requested by ZITO MEDIA in the application process and subject otherwise in every respect to the terms and conditions of the pole agreement referenced above.

Accordingly, PENELEC hereby agrees to permit ZITO MEDIA to employ temporary attachments when the same has been specifically requested through the application process and which are approved by PENELEC on a case-by-case basis and installed and corrected by ZITO MEDIA strictly in accordance with the following:

1. Upon ZITO MEDIA request and approval by PENELEC, temporary attachments within the communications space of the existing (i.e. to be remedied) pole may be made and the following shall apply:
 - a. ZITO MEDIA agrees to indemnify PENELEC for any damages resulting from the temporary attachments pursuant to the indemnity provision of the pole agreement.
 - b. ZITO MEDIA shall maintain a forty (40") inch clearance from all electrical facilities.
 - c. All attachments to FirstEnergy poles must meet the requirements of all applicable federal, state, county and municipal codes and regulations, the most current edition of the National Electrical Safety Code, the terms of the attacher's pole attachment agreement, joint use/ownership agreement, or FirstEnergy operating company tariff (whichever is applicable), and FirstEnergy's practices and construction standards.
 - d. All attachment requests must be submitted to FirstEnergy in accordance with the current and approved permitting process and as described herein.
 - e. The safe operation and integrity of the pole shall be maintained.
 - f. The temporary attachment shall be corrected within 60 days of notice by PENELEC that the power make ready work has been completed and that ZITO MEDIA can perform final installation of their facilities on the new pole, unless a

particular situation arises where such work cannot be completed in such timeframe in which case ZITO MEDIA will contact PENELEC and the parties shall negotiate a mutually acceptable timeframe. Failure to make such a correction in the time prescribed or otherwise agreed upon shall result in a penalty of \$100.00 per pole being incurred by ZITO MEDIA for each 30 day period in which ZITO MEDIA fails to complete the necessary correction. Should failure to correct extend beyond 60 days, the penalty for each additional 30 day period shall increase to \$200.00 per pole. Attachments not corrected within 180 days of the notice may be removed by PENELEC without liability and at the expense of ZITO MEDIA.

- g. ZITO MEDIA agrees that all costs incurred by PENELEC personnel associated with monitoring and confirming correction pursuant to this provision shall be invoiced to and paid by ZITO MEDIA at the conclusion of the project.
 - h. ZITO MEDIA shall track their temporary attachments and shall provide a copy of its tracking sheet prior to commencement of work, and thereafter upon request it shall provide bi-weekly status reports on such work to Bob Chumrik, Engineer, Project and Portfolio Management copying Wally Cunningham, Manager, Engineering Services. The tracking sheet shall list at a minimum the Pole Number, Proposal Number, Temporary Attachment Install Date, and Permanent Attachment Install Date.
- 2. Boxing, bracketing and extension arms are not permitted except pursuant to the FirstEnergy Engineering Policy – Boxing and Extension Arms.
 - 3. Unauthorized ZITO MEDIA attachments, (any attachment without a signed permit including any temporary attachments not corrected in accordance with 1-f above), will be remedied pursuant to the unauthorized attachment provision of the pole agreement and is otherwise subject thereto.
 - 4. A Performance Bond in a form satisfactory to PENELEC and in the amount of \$100,000.00 shall be provided upon request.

Please sign and return the enclosed copy of this letter to my attention.

Sincerely,



Thomas R. Pryatel
Director, Energy Delivery Operations Services



Wallace W. Cunningham
Manager, Engineering Services, Penelec

Agreed to this 21st day of December, 2015.

By:



Colin Higgin

Title: Vice President & General Counsel

Exhibit A

Application #/Work Request

20141114/57160811
20141125/57675883
20141216/57272347
20141216/UNASSIGNED (@80 poles separated from original application)
20141216/57616552
20150112/57263090
20150119/57274570
20150218/57315224
20150318/57422933
20150311/57344183
20150316.2/57344467
20150316.3/57344483
20150316.6/57344523
20150604/57485667
20150622.1 /57519220
20150622.2/57519359
20150622.3/57519519
20150626.5/57532690
20150626.1/57525086
20150701.1/57535983
20150701.2/57680327
20150701.3/57535799
20150701.4/57535747
20150706.1/57618606
20150706.2/57548842
20150708.1/57548897
20150708.2/57548941
20150708.3/57618634
20150708.4/57548996
20150717/57561572
20150717.2/57561494
20150722/57568819
20150723.1/57719177
20150723.2/57719194
20150723.3/57759567
20150723.4/57759540
20150723.5/57719132
20150723.6/57719164
20150723.7/57719192
20150728.1/57605203
20150728.2/57605080
20150728.3/57602921
20150728.4/57617145
20150728.5/57602816
20150728.6/57602648
20150728.7/57602585
20150803/57709657
20150803.1/57606457
20150807.1/57772830
20150812/57606622
20150813/57619559
20150821/57624929
20150902/57761892
20150805/57788054

Exhibit A – 2

Application #/Work Request #

20160322/58006952
20160322.1/58020540
20160322.2/58024254
20160406.1/58045671
20160406.2/58029098
20160406.3/58033995
20160406.4/58034033
20160406.5/58034060
20160406.6/58034086
20160406.7/58039774
20160406.8/58039781
20160406.11/58039844
20160406.12/58039854
20160406.13/58109374
20160406.14/58162260
20160406.15/58276415
20160511/58090170
20160519/58109356
20160602.1/58130863
20160602.2/58130871
20160602.3/58130953
20160602.4/58172306
20160602.5/58172325
20160602.6/58205795
20160602.7/58205809
20160608.1/58130966
20160608.2/58130980
20160608.3/58130991
20160608.4/58131150
20160610.1/58156476
20160610.2/58156488
20160615.1/58145921
20160615.2/58145930
20160615.3/58145944
20160615.4/58149100
20160615.5/58149105
20160615.6/58145966
20160617/58156466
20160620/58156463
20160627.1/58172160
20160627.2/58172195
20160628.1/58172285
20160628.2/58172296
20160706/58194041
20160801/58237915

IN WITNESS WHEREOF, ZITO MEDIA and PENELEC desire to add to Exhibit A as made part to Temporary Attachment Agreement dated December 16, 2015 and as shown above.

FirstEnergy Corp.

By: T. R. R. R.

Its: DIRECTOR, OPERATIONS SERVICES

Date: 8-31-16

Pennsylvania Electric Company

By: M. R. R.

Its: MANAGER ENGINEERING

Date: 8-31-16

Zito Media, L.P.

By: C. R. R.

Its: Vice President

Date: 8/31/16

Exhibit A - 3

Application #/Work Request #

20160805/58251351
20160812/58256433
20160817/58268878
20160817.1/58268844
20160817.2/58268848
20160817.3/58268857
20160819
20160819.1/58268897
20160829/58282536
20160906/58307197
20160919/58321050
20160921
20160929/58346967
20161003/58347267
20161003.1/58349101
20161003.2/58349119
20161003.3/58349133
20161003.4/58364995
20161005/58373524
20161020/58395923
20161021
20161102/58403375
20161110.1
20161110.2
20161212.1
20161212.2
20161212.3

IN WITNESS WHEREOF, ZITO MEDIA and PENELEC desire to add to Exhibit A as made part to Temporary Attachment Agreement dated December 16, 2015 and as shown above.

FirstEnergy Corp.

By: Ther. Ryan

Its: DIRECTOR OPERATIONS SERVICES

Date: 12/13/16

Pennsylvania Electric Company

By: Miller

Its: MANAGER ENG'G SERVICES

Date: 2/2/17

Zito Media, L.P.

By: Coon A

Its: Vice President

Date: 2/2/17

Exhibit A – 4

Application #/Work Request #

20170303.1

20170303.2

20170317.7

20170317.8

20170317.9

20170320

20170322

20170322.1

20170324

20170324.1

20170324.2

20170324.3

IN WITNESS WHEREOF, ZITO MEDIA and PENELEC desire to add to Exhibit A as made part to Temporary Attachment Agreement dated December 16, 2015 and as shown above.

FirstEnergy Corp.

By: [Signature]

Its: DIRECTOR, OPERATIONS SERVICES

Date: 10/23/17

Pennsylvania Electric Company

By: [Signature]

Its: ENGINEER V

Date: 10/23/2017

Zito Media, L.P.

By: [Signature]

Its: VP

Date: 10/23/17